

REPORT

Of the Committee of Claims in the case of John Holliday, accompanied with a bill for his relief.

FEBRUARY 13, 1824.

Read, and, with the bill, committed to a committee of the whole House to-morrow.

The Committee of Claims, to which was referred the petition of John Holliday, report a bill for his relief, and respectfully refer the House to the accompanying letter, from the Third Auditor of the Treasury, for a statement of the case, and the reasons which induce the committee to report in favor of a part of the claim, and against the balance.

TREASURY DEPARTMENT,

Third Auditor's Office, February 3d, 1824.

SIR: I have the honor to acknowledge the receipt of your letter of the 26th ult. enclosing the petition and testimony in support of the claim of John Holliday, and soliciting any information which this office will furnish relative to its merits.

He claims remuneration for various losses, as follows, viz:

Of a wagon and team, captured or destroyed by hostile Indians during the late war with Great Britain, valued at	- - -	\$355 00
Of a saddle, and other articles, alleged to have been in the wagon, valued at	- - -	26 50
Of a horse, part of another team, which is stated to have died for want of forage, valued at	- - -	65 00
Also, for loss of use of the team, from 3d March to 10th May, 1815, at \$3 $\frac{50}{100}$	- - -	\$157 50
10th May, 1815, to 28th January, 1817, at \$2	1,376 00	
Do of the horse	- - -	170 75
		<hr/> 1,704 25
And for back rations, due	- - -	35 00
		<hr/> \$2,185 75

So far as relates to the first item, the testimony produced, had it been taken before special commissioners, as the claims' law of the 9th

April, 1816, required, in all cases over \$200, and had it been exhibited within the time therein limited, would, it is considered, have been sufficient to have entitled the petitioner to payment, under that law, of the \$355 claimed. His accounts, for the services of his teams, have been referred to, and it has been found, that, as to one of them, the hire ceased from the 3d of March, 1815, the day of the capture or destruction of his team, as stated in the testimony, and his claim, therefore, would not have been liable to any deduction in that respect.

The saddle, and other articles, mentioned in the 2d item, not appearing to have been taken into the public service, no allowance could have been made for them under the aforesaid law.

As to the horse, valued at \$65, the claim is very objectionable. The words which had been inserted, relative to the loss thereof, in the deposition of one of the wagon masters, have been expunged, and the testimony of the other wagon masters do not notice it. The horse, too, is stated, in the driver's deposition, to have died for want of forage; and it has been found, in numerous instances, on reference to the accounts for services of other teams employed at the same time, under the same wagon masters, and at the same rate of hire as the petitioner's, that, whenever forage or other rations appeared, by the wagon master's certificates, to have been furnished, deductions from the hire were made for the same on settlement. In order to sustain his claim for payment for his horse, therefore, it would have been necessary for the petitioner to prove not only the loss thereof, and the time at which it happened, by the testimony of the officer under whose command the team was then employed, but also by the testimony of the officer who entered into the contract for its services, that the petitioner was not, by the terms thereof, to supply forage. Without knowing when the loss happened, it would have been impracticable, had the testimony been otherwise unobjectionable, to ascertain the proper deduction for overpaid hire, which may, perhaps, have exceeded half the stated value of the horse, and which value, it is to be observed, is not proved by the requisite evidence.

Any allowance on the charges for loss of use, would be unprecedented.

With respect to the charge for back rations, the preceding observation, as to the deductions from the accounts of the owners of other teams, is applicable. The proof requisite in this case, is the certificate (if given while in service, or, if afterward, the deposition) of the officer who contracted for the services of the petitioner's team, showing, first, that the United States were to supply rations, and, secondly, that the rations were due; and, if the charge had been thus supported, no provision, by law, for its payment, would be necessary. If the United States were to have supplied the rations, and they were due, it is singular that the petitioner's accounts, for the services of his teams, did not contain charges for them. The papers are all returned.

With great respect, your most obedient servant.

PETER HAGNER, *Auditor.*

The Hon. CHARLES RICH,
House of Representatives.